

SECTION 8.03 Notices.

Except as otherwise provided herein, all notices, certificates, or other communications hereunder shall be in writing and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy or other electronic means addressed as follows:

If to the City:	City of Detroit 2 Woodward Avenue Suite 1200 Detroit, Michigan 48226 Attention: Finance Director Telephone: (313) 224-3491 Facsimile: (313) 224-4466
If to the Department:	Detroit Water and Sewerage Department 735 Randolph Street Detroit, Michigan 48226 Attention: Director Telephone: (313) 224-4701 Facsimile: (313) 224-6067
If to the Trustee:	U.S. Bank National Association 535 Griswold Street, Suite 550 Detroit, Michigan 48226 Attention: Corporate Trust Telephone: (313) 234-4700 Facsimile: (313) 963-9428

A duplicate copy of each notice given hereunder by any party hereto shall be given to the other parties. Any person or entity listed above may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. For purposes of this Section, "electronic means" shall mean electronic mail, telecopy or facsimile transmission or other similar electronic means of communication which produces evidence of transmission.

SECTION 8.04 Additional Notices to Rating Agencies.

The Trustee hereby agrees that if at any time (a) there is a change in the Trustee; (b) there are any modifications, supplements or amendments to this Indenture; (c) an issue of the Securities are paid in full; then, in each case, the Trustee shall promptly give notice of any such event to each Rating Agency then maintaining a rating on the affected Securities, which notice in the case of an event described in clause (b) above shall include a copy of any such amendment, modification or supplement.

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SECTION 8.05 Payments Due on Non-Business Days.

In any case where the date of maturity of interest on or premium, if any, or principal of the Securities or the date fixed for redemption of any Securities shall not be a Business Day, then payment of such interest, premium or principal need not be made on such date but shall be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and, in the case of such payment, no interest shall accrue for the period from and after such date.

SECTION 8.06 Binding Effect.

This instrument shall inure to the benefit of and shall be binding upon the City, the Department and the Trustee and their respective successors and assigns, subject, however, to the limitations contained in this Indenture.

SECTION 8.07 Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

SECTION 8.08 Governing Law.

This Indenture shall be governed by and interpreted in accordance with the laws of the State.

SECTION 8.09 Execution in Counterparts.

This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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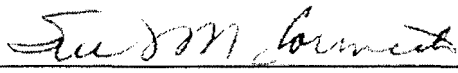
Trust Indenture
Signature Page

IN WITNESS WHEREOF, the City and the Department have executed this Indenture by the Finance Director and the Director, respectively, and the Trustee has caused this Indenture to be executed in its name by its duly authorized officer, all as of February 1, 2013 to be effective as of the day and year first above written.


THE CITY OF DETROIT

By: 
Cheryl Johnson
Its: Finance Director

**DETROIT WATER AND SEWERAGE
DEPARTMENT**

By: 
Sue F. McCormick
Its: Director

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: 
Susan T. Brown
Its: Vice President